

**Maryland
Transportation
Authority**

Martin O'Malley
Governor

Anthony Brown
Lt. Governor

John D. Porcari
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Peter J. Basso
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Louise P. Hoblitzell
Richard C. Mike Lewin
Isaac H. Marks, Sr., Esq.
Michael J. Whitson
Walter E. Woodford, Jr., P.E.

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1-866-713-1596

e-mail: mdta@mdtransportationauthority.com

www.mdtransportationauthority.com

February 5, 2009

TO ALL PURCHASERS OF CONTRACT DOCUMENTS:

RE: **Contract No. FT 749-000-006R**
Rehabilitation of I-95 South of the Fort McHenry Tunnel – Phase I

ADDENDUM NO. 1

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No. 1 on the referenced contract regardless if you will be bidding or not bidding.

Very truly yours,

Linda McGill, CPPB
Chief Procurement Officer

Enclosures

Contract No. **FT 749-000-006R**

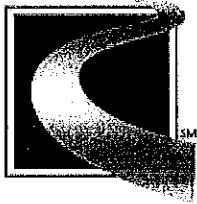
This will acknowledge receipt of the attached Addendum No. 1.

NAME OF COMPANY

SIGNATURE

DATE

THIS SIGNED ADDENDUM ACKNOWLEDGEMENT PAGE SHALL BE RETURNED TO THIS OFFICE VIA FAX AT 410-537-7801, ATTENTION: MAGGIE JOHNSON PRIOR TO THE BID OPENING DATE.



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February 5, 2009

TO ALL PURCHASER'S OF CONTRACT DOCUMENTS

ADDENDUM NO. 1

RE: Contract No. FT 749-000-006R
Rehabilitation of I-95 South of the Fort McHenry Tunnel – Phase I

To Whom It May Concern:

- A. The Bid Due Date for the above referenced contract has been postponed until **February 20, 2009** at 12:00 Noon.
- B. The following changes have been made to the **Invitation for Bids**:
1. Enclosed are the Pre-Bid Meeting Minutes, responses to questions and MBE handout information for this contract.
 2. Add the attached pages **190-A** through **190-F (Section 535 – Pavement Surface Profile)**.
 3. Delete pages 159-160 and 163-165.

Very truly yours,

Linda McGill, CPPB
Chief Procurement Officer

LM/mdj

THIS ADDENDUM SIGNED ACKNOWLEDGEMENT PAGE MUST BE ATTACHED TO THE OUTSIDE COVER OF THE BID BOOK. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.

CATEGORY 500
PAVING

SECTION 535 — PAVEMENT SURFACE PROFILE

535.01 DESCRIPTION. This work shall consist of measuring the roughness of the final surface of Hot Mix Asphalt (HMA) or Portland Cement Concrete (PCC) pavements. The Contractor shall use an International Roughness Index (IRI) Inertial Profiler to collect Quality Control (QC) data. The IRI Inertial Profiler shall conform to E 950 and MSMT 563. The Administration will use an IRI Inertial Profiler to perform all Quality Assurance (QA) testing and acceptance. All traveled roadway surfaces shall be measured unless otherwise indicated in this Specification.

535.01.01 Existing Conditions. The following are the IRI values measured for this project:

IRI INDICATOR	REPORTED VALUES FOR BOTH WHEEL PATHS (in./mile)	REPORTED STATEWIDE INTERSTATE VALUES (2006) (in./mile)
Average	173	79
Maximum	276	482
Minimum	54	24
Standard Deviation	67	41

NOTE 1: IRI is an abbreviation for the International Roughness Index developed under World Bank Technical Report No. 46.

NOTE 2: IRI values were generated from pavement longitudinal profile measured in the outside travel lane in both directions of traffic.

NOTE 3: The average, maximum, minimum, and standard deviation IRI values are based on intervals of 1/10 of a mile in length.

NOTE 4: A definition of ride quality based on IRI, as defined by The Federal Highway Administration is given below:

IRI RANGE (in./mile)	RIDE QUALITY
< 60	Very Good
≥60 to < 95	Good
≥95 to ≤170	Fair
>170 to ≤220	Mediocre
> 220 to ≤640	Poor

535.02 MATERIALS. Not applicable.

535.03 CONSTRUCTION.

535.03.01 Equipment Standardization Testing. Standardization testing shall be completed on Administration specified sites at regular intervals in conformance with MSMT 563. Additional standardization testing may be required for a device that is potentially out of conformance between regular standardization tests. Standardization shall be completed and a copy of the results shall be on file at the Administration's Office of Materials Technology (OMT). QC test data obtained with a profiler that has not completed standardization testing in conformance with MSMT 563 will not be accepted.

535.03.02 Quality Control Testing for Pavement Profile. The finished surface of all pavements shall be measured with a profiler by the Contractor in conformance with MSMT 563 and E 950. Pavement profiles shall be measured in both wheel paths simultaneously, parallel to the right edge of the lane, and in the direction of travel for each lane. The Contractor shall establish and document in the HMA Field Quality Control Plan (504.03) or the PCC Proposed Paving Plan (520.03) a regular schedule of pavement profiling to verify conformance with these Specifications. The Contractor shall notify the Engineer prior to performing any QC testing. The Contractor's QC data shall be submitted to the Engineer, in accordance with the approved QC plan submitted to OMT, within 72 hours of completion of the paving operations.

Data Submittal. All submittals shall be sent to the Engineer and to the Administration's OMT (in electronic format) via one of the following:

- (a) **E-mail:** ridespec@sha.state.md.us
- (b) **Delivered:** Office of Materials Technology
7450 Traffic Drive
Hanover, MD 21076
Attention: Paving Quality Assurance Team Leader

When any profile testing and data submission has not been completed within the specified times and in conformance with MSMT 563 for all sections on the project, the tested pavement will not be eligible for incentive payment as stated in 535.04.03(a). The Contractor's QC data will still be required for material clearance per Frequency Guide.

The QC IRI shall be determined using the Contractor's Inertial Profiler and shall be reported in sections equal to 25 ft in length and one lane in width. Tested sections shorter than 25 ft due to exempt areas or the project end shall be ignored. A full 25 ft section shall be started after each exempt area. Three runs shall be made as described in MSMT 563. The coefficient of variation of the overall average IRIs shall be less than or equal to 4 percent for three runs for the data to be accepted. When the first three runs do not meet the above criteria, additional runs shall be performed until three measured runs meet the criteria. All three runs shall be submitted to the Administration; however, only the median run (based on average IRI) will be considered from Contractor's QC data, and will be used to compute any pay adjustments.

(a) Areas Not Profiled. The following pavement areas shall not be profiled and not reported for pay adjustment:

- (1) Shoulder areas.
- (2) Parking areas of ride sharing facilities or park and ride lots.
- (3) Pavements of ramps, side street tie-ins, acceleration lanes, or deceleration lanes less than 1000 ft in length.
- (4) Bridge decks or railroad crossings and pavement within 50 ft thereof.
- (5) Pavement within 50 ft of transverse joints that separate it from existing pavement. This does not apply when a transverse joint is paved on both sides as part of one contract.
- (6) Pavements on projects with less than 1000 center lane feet (after elimination of areas not to be profiled under items 1, 2, 3, 4, and 5 above.)

Pavement Surface Checks shall be performed on areas listed above in conformance with Section 504.03.14.

(b) Defects. When any section IRI is greater than IRI_c (table in 535.04), the Contractor shall take one of the following corrective actions, as directed and approved by the Engineer, at no additional cost to the Administration:

- (1) Remove and replace the pavement that exceeds IRI_c , or
- (2) Grind the section to bring the section IRI into conformance with these Specifications, or
- (3) Accept the Defect Cost (P_{defect} , in 535.04) for any defect section where corrective action is not performed.

Items 1, 2, or 3 above shall be applied to each defect section as directed by the Engineer. Any approval from the Engineer to waive items 1 or 2 shall not constitute a waiver of item 3 unless explicitly stated by the Engineer. The Contractor shall reprofile all affected pavement sections, including any additional transverse paving joints created, after any corrective work to determine if the sections are within Specification. The reprofiled data shall include the section prior to the corrected sections and the four sections after the corrected sections. The reprofiled data shall be used for final pay calculations; however, the minimum IRI value for any corrected section shall be limited to IRI_c (table in 535.04).

Defects not due to Contractor's Workmanship. When the Engineer determines that a defect is not the result of the Contractor's workmanship, the Engineer shall provide a written justification for removing the defect from final pay calculations to the Administration's OMT (Attention: Asphalt Technology Division). The Asphalt Technology Division will

provide a concurrence/non-concurrence decision to the Engineer. In the case of concurrence, the defects found not due to the Contractor's workmanship shall not be included in final pay calculations. In the case of non-concurrence, the Engineer will discuss this matter with the Administration's OMT's Asphalt Technology Division before making the final determination of pay adjustment.

535.03.03 Paving Quality Assurance Testing for Pavement Profile (IRI). The Administration may test sections of the pavement to verify the Contractor's QC data. When the QA testing has not been performed within 14 calendar days from the date that the final, 100 percent QC data submittal is received by the Administration's OMT, only the QC data will be used for any pay adjustments on the project. The QA testing will follow the same procedures required in 535.03. The initial QA test will consist of one run on all 25 ft sections. The initial QA run and the median QC run will be compared to determine acceptance of QC data. The average IRI, the number of defects, and the number of tested sections will be compared as follows:

STATISTIC	UNIT	QC DATA TOLERANCE WITH RESPECT TO QA DATA
Average IRI	in./mile	$\pm (2 \% + 2)$
Number of Defects	Sections	$\pm (10 \% + 2)$
Number of Tested Sections	Sections	$\pm (1 \% + 1)$

When the Contractor's QC data falls within the above tolerances, the Contractor's QC data will be used for all pay adjustments. When the Contractor's QC data does not agree with the initial QA data as described above, and a cause cannot be identified, the Administration will profile a minimum of two additional QA runs. The three QA runs (one initial and two retests) will then be evaluated to determine if the coefficient of variation of the overall average IRIs is less than or equal to 4 percent for all three runs. When the three QA runs do not meet the above criteria, additional runs will be performed until three measured QA runs meet the criteria. The median run (based on average IRI) of the three QA runs will then be recompared with the Contractor's QC data in conformance with the above table.

When the QC and QA data are still not within the tolerances as described above for Average IRI or Number of Defects after three QA runs, both profilers shall be retested on a standardization test site to determine if either profiler no longer conforms to MSMT 563. When either profiler is out of standardization, the equipment shall be recalibrated or repaired as necessary to bring the device back into compliance with MSMT 563. When the Contractor's profiler is not restandardized and brought into compliance with MSMT 563 within three paving days, the Contractor shall cease the paving operation or use another standardized profiler for QC data collection. Once the Contractor's profiler complies with MSMT 563, the Contractor may retest sections for comparison with the Administration's data or accept the Administration's QA data as the basis for any pay adjustment on all sections. When the Administration's profiler is out of standardization, the Contractor's QC data for all sections will be accepted. When both profilers are found to be in noncompliance with MSMT 563, the profilers shall be repaired or recalibrated as necessary and all QC and QA testing since the previous QC/QA comparison shall be repeated.

When the QC and QA data for Number of Tested Sections are not within the tolerance as described above, the Contractor and the Administration shall recalibrate their respective Distance Measuring Instruments (DMIs), and perform additional QC testing until the QC data meets the tolerance criteria for Number of Tested Sections.

535.04 MEASUREMENT AND PAYMENT. Pavement surface profile testing costs will be incidental to the HMA surface material or PCC material as specified in the Contract Documents. Payment will be full compensation for all set up, technicians, traffic control, any type of corrective work to bring the pavement into conformance with this Specification, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. The pay adjustment numbers for the Overall IRI (535.04.01) and for Defects (535.04.02) shall be calculated first. The pay adjustment for pavement surface profile applied on the Contract shall be the Total Pay Adjustment in conformance with 535.04.03.

535.04.01 Overall IRI. The overall average IRI for the project (IRI_{AVG}) will be calculated as the average IRI value of all tested 25 ft sections on the project. The pay adjustment for Overall IRI will then be calculated based on the factors shown below. This pay adjustment applies only to the pavement within the tested sections.

Incentive. $PF = P_{max}$, when IRI_{AVG} is less than or equal to IRI_a
 $PF = P_{max} \times (IRI_b - IRI_{AVG}) / (IRI_b - IRI_a)$, when IRI_{AVG} is greater than IRI_a
and less than IRI_b

$INCENTIVE = PF \times NS \times (25/5280 \text{ lane miles per section})$
 $DISINCENTIVE = 0$

Full Pay. When IRI_{AVG} is greater than or equal to IRI_b and less than or equal to IRI_c

$INCENTIVE = 0$
 $DISINCENTIVE = 0$

Disincentive. $PF = P_{min} \times (IRI_{AVG} - IRI_c) / (IRI_d - IRI_c)$, when IRI_{AVG} is greater than IRI_c
and less than IRI_d
 $PF = P_{min}$, when IRI_{AVG} is greater than or equal to IRI_d

$INCENTIVE = 0$
 $DISINCENTIVE = PF \times NS \times (25/5280 \text{ lane miles per section})$

535.04.02 Defects. The IRI for each individual section on the project will be used to calculate any cost to be applied for defects on the project. The pay adjustment for defects will be calculated based on the factors shown below. This pay adjustment applies only to the pavement within the tested sections.

$NS_{defect} = \text{Number of sections with an IRI greater than or equal to } IRI_c$
 $DEFECT \text{ COST} = P_{defect} \times NS_{defect}$

Where:

	DESCRIPTION	VALUE	UNITS
P_{max}	Maximum Incentive for Overall IRI	7,350	Dollars per lane-mile
P_{min}	Maximum Disincentive for Overall IRI	7,350	Dollars per lane-mile
P_{defect}	Defect Cost	350	Dollars per section
PF	Pay Factor for Overall IRI	*	Dollars per lane-mile
INCENTIVE	Incentive for Overall IRI	*	Dollars
DISINCENTIVE	Disincentive for Overall IRI	*	Dollars
DEFECT COST	Cost for Defects	*	Dollars
IRI_a	IRI for Maximum Incentive	40	Inches per mile
IRI_b	Minimum IRI for Full Pay	60	Inches per mile
IRI_c	Maximum IRI for Full Pay	120	Inches per mile
IRI_d	IRI for Maximum Disincentive	120	Inches per mile
IRI_e	IRI threshold for Defects	150	Inches per mile
IRI_{AVG}	Overall average IRI for the project	*	Inches per mile
NS	Number of tested 25 foot Sections	*	Sections
NS_{defect}	Number of 25 foot Defect Sections	*	Sections

* Value to be determined on the project.

535.04.03 Total Pay Adjustment. A total pay adjustment (TPA) will be made based on the total of any incentive and disincentive for Overall IRI minus any Defects. TPA resulting in increased payment to the Contractor will be paid under the item Pavement Surface Profile Pay Adjustment. This item amount has been established by the Administration and shall not be revised by the Contractor. TPA resulting in decreased payment will be deducted from monies owed the Contractor. The TPA shall be subject to conditions (a) and (b) below.

$$\text{Total Pay Adjustment} = \text{INCENTIVE} - \text{DISINCENTIVE} - \text{DEFECT COST}$$

- (a) Regardless of the measured profile of any test section, incentive payment will not be permitted for the project when the Contractor's QC data was not submitted on time in conformance with 535.03.02. All other sections of this Specification shall still apply.

$$\text{Total Pay Adjustment} = 0 - \text{DISINCENTIVE} - \text{DEFECT COST}$$

- (b) The total value of Overall IRI disincentive and Defect Cost shall not be more than the Maximum Disincentive pay adjustment for all of the profiled 25 foot sections.

If $\text{DISINCENTIVE} + \text{DEFECT COST}$ is greater than $P_{min} \times NS \times (25/5280 \text{ lane miles per section})$ then $\text{Total Pay Adjustment} = - P_{min} \times NS \times (25/5280 \text{ lane miles per section})$

Pre-bid Meeting Minutes

Contract No. FT 749-000-006R
Rehabilitation of I-95 South of the Fort McHenry Tunnel- Phase I

Baltimore County and Baltimore City

January 26, 2009 (10:00 AM)

The following were in attendance:

Nafiz Alqasem	MdTA Engineering
Dan Williams	MdTA Engineering
Bob McKenzie	MdTA Engineering
Clay Gottlieb	MdTA Construction
Don Smith	MdTA Maintenance (Fort McHenry Tunnel)
Alisha Wright	MdTA Procurement
Karen L. Harris	MdTA MBE Division
Tina Anderson	C. Jones Trucking, LLC
Mark Connor	Rustler Construction, Inc.
Chris Ertz	Corman Construction, Inc.
Bill Farrell	P. Flanigan & Sons, Inc.
Adriano Fernandez	Martin's Construction Corp.
Tim Gilmore	Cherry Hill Construction
Craig Hoffman	Midasco, LLC
Mike Kavanaugh	Coble Trench Safety
Mark Ledebur	Whitney, Bailey, Cox & Magnani
Bill Midgett	Reliable Contracting Co., Inc.
Chris Kirsch	Concrete General, Inc.
Jeremy Mocny	Whitman, Requardt & Associates
Peter Placka	Gray & Son, Inc.
Dave Urbanek	Whitney, Bailey, Cox & Magnani

Ms. Wright opened the meeting with the following notes:

The scope of work includes providing labor, equipment, materials, etc. necessary to reconstruct a portion of I-95 and adjoining ramps as directed by the Engineer and as shown on the contract plans and specifications. She then described the location and scope of work as outlined on page 10 of the special provisions.

The contract time is 550 calendar days with liquidated damages of \$3000 per day.

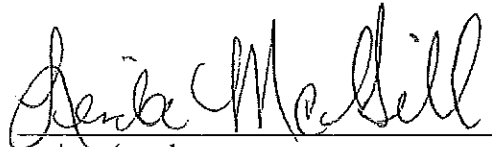
Ms. Wright drew the bidders' attention to the following points:

1. The bid due date is **February 13, 2009 by 12 Noon**. Late bids will not be accepted.

2. Bid packages must be placed in the bid box located on the first floor of the Engineering Building at the Francis Scott Key Bridge, 300 Authority Drive and should consist of one complete bid book.
3. The Authority does not encourage overnight delivery service. However, if a bidder chooses to send a package via overnight delivery, the bid should be delivered at least a day in advance. It will be the responsibility of the bidder to make sure that his/her bid package is placed in the bid box. The outside envelope of the mailed package must clearly identify the Contract Number and mention that it is a bid package.
4. The minutes from this meeting will be included in addendum #1 and distributed to all purchasers of the bid documents.
5. It is strongly recommended that potential bidders review page I, the Notice to Bidders, and pages III-V, Important Information Regarding MBE Utilization and Bidding Requirements of this invitation for bids prior to submitting their bids on this project.
6. Following this meeting, all questions should be submitted in writing and addressed to the Project Manager Mr. Nafiz Alqasem via fax 410-537-7801. The Authority will accept written questions until 12:00 Noon, **seven days prior** to the bid opening. Answers to questions will be distributed to all purchasers of bid documents. Questions can also be e-mailed to Mr. Alqasem at nalqasem@mdta.state.md.us
7. The overall MBE goal for this project is 25%, with subgoals of 6% for woman-owned companies and 9% for African American-owned companies.

If bidders require assistance with the MBE directory, they should contact Meshelle Howard at 410-537-1051.

Mr. Alqasem opened the floor to questions about the project. As there were none, the meeting was adjourned.


Approved

Contract No. FT 749-000-006R

Rehabilitation of I-95 South of the Fort McHenry Tunnel – Phase I

Responses to Questions from P. Flanigan & Sons, Inc. dated 2/2/09:

Question: Will the General Contractor be required to complete 50% of the work with his own forces?

Response: Except as may be provided in the contract, the contractor to whom this contract is awarded shall perform, with his own organization and with the assistance of workmen under his own supervision, work of a value of not less than 50 percent of the original value of the contract. Refer to special provision insert GP-8.01 on page 25 of the proposal book.

Question: Spec. sections 500-02 and 500-05 indicate that cores will be “paid for at the Contract Unit Price per Each Core.” No unit price is provided. Please advise.

Response: Specification sections 500-02 and 500-05 should be deleted from the proposal book. No bid item for cores is required for this contract.

Question: Please confirm that all patches in the roadway and shoulders, whether PCC or HMA, are to be repaired with HMA.

Response: All patches are to be hot mix asphalt.

Question: Are there pavement surface profile requirements for this project? Section 535 is referenced but is not in the bid documents.

Response: Section 535 should have been included in the proposal book. A copy will be included with this addendum.

Question: Please confirm that installation of HMA for “control strips” will be paid for at the unit prices for item #s 502 and/or 505.

Response: Control strips will be paid for under bid item no. 505.

LIST OF PURCHASERS OF INVITATION FOR BIDS

Contract No.: **FT 749-000-006R**
 Bid Opening Date: **February 13, 2009**

Price: **\$50.00**
 Class: **H**

<u>Previous Purchases Before Re-Advertisement :</u>		
Midasco, LLC 7121 Dorsey Run Rd. Elkridge, MD. 21075 P: (410) 579-6725 F: (410) 579-6795	G A & F C Wagman, Inc. 3290 N. Susquehanna Trail P. O. Box 15076 York, PA. 17405 P: (717) 764-8521 ext. 211 F: (717) 767-5457 (2 sets)	P. Flanigan & Sons, Inc. 2444 Loch Raven Rd. Baltimore, MD. 21218 P: (410) 467-5900 F: (410) 467-3127
The Marksmen Company 705 E. Ordinance Rd., Ste. 107 Baltimore, MD. 21226 P: (410) 758-3200 F: (410) 355-6081	Martins Construction Corp. 210 Little Falls St., Ste. 300 Falls Church, VA. 22046 P: (703) 533-8700 F: (703) 533-8701	Cherry Hill Construction 8211 Washington Blvd. Jessup, MD. 20794 P: (410) 799-2340 F: (410) 799-5548
Collinson, Inc. 1773 Pottstown Pike Glenmore, PA. 19343 P: (610) 469-9677 F: (610) 469-0892	AR-CE Enterprises, Inc. P.O. Box 416 1347 Old Post Rd. Havre de Grace, MD. 21078 P: (410) 575-6468 F: (410) 939-3929	American Infrastructure P.O. Box 278 2011 Belair Road Fallston, MD. 21047 P: (410) 776-2000 F: (410) 893-2695
Alpha Painting & Construction Company 6800 Quad Ave. Baltimore, MD. 21237 P: (410) 288-6800 F: (410) 288-6805	J Fletcher Creamer & Son, Inc. 1219 Mays Landing Rd. Folsom, NJ. 08037 P: (609) 561-2403 F: (609) 561-6507	D.S. Brown Company 300 E. Cherry Street North Baltimore, OH. 45872 P: (419) 257-5482 F: (419) 257-2200
Coastal Gunit Construction Co. 1001 Third Avenue, Ste. 350 Bradenton, FL. 34205 P: (941) 744-5500 F: (941) 744-9880	Rommel Engineering & Construction, Inc. 1177 Patuxent Road Odenton, MD. 21113 P: (301) 912-5740 F: (301) 912-5541	Flippo Construction Co., Inc. 3820 Penn-Belt Place Forestville, MD. 20747 P: (301) 967-6800 F: (301) 420-6041
IVS Hydrodemolition Services 3100 Algonquin Trail Lower Burrell, PA. 15068 P: (724) 335-2829 F: (724) 335-4756	Rampart Hydro Services 530 Moon Clinton Rd. Coraopolis, PA. 15108 P: (412) 262-4511 F: (412) 262-6188	Mark-Lang, Inc. 430 Obrecht Rd. P.O. Box 322 Millersville, MD. 21108 P: (410) 647-2244 F: (410) 647-2257

Interstate Highway Sign Corp. 7415 Lindsey Road Little Rock, AR. 72206 P: (501) 490-4242 F: (501) 490-1693	Donegal Construction Corp. Attn: Harry J. Kenney 1235 Marguerite Lake Rd. Greensburg, PA. 15601 P: (724) 423-7500 F: (724) 423-7501 or 1750	Nations Contracting Co., Inc. 4231 North Point Blvd. Baltimore, MD. 21222 P: (410) 477-9866 F: (410) 477-9868
Recon Construction Services, Inc. 3289B Susquehanna Trail North York, PA. 17402 P: (717) 779-0663 F: (717) 779-0724	Highway & Safety Services, Inc. 18960 Woodfield Rd. Gaithersburg, MD 20879 P: (301) 948-4970 F: (301) 948-7472	Aggregate Industries 6401 Golden Triangle Dr., Suite 400 Greenbelt, MD. 20770 P: (301) 982-1400 F: (301) 513-0016
Lyle Signs, Inc. 6294 Bury Drive Eden Prairie, MN. 55346 P: (952) 974-1210 F: (952) 934-0406	Odyssey Contracting Corporation P. O. box 97 2435 West Pike Street Houston, PA. 15342 P: (724) 745-1022 F: (724) 745-3220	Brookfield Fabricating Corp. 111 Stanbury Industrial Drive Brookfield, MO. 64628 P: (660) 258-2214 F: (660) 258-2021
Wilton Corporation P. O. Box 248 2925 Industrial Park Drive Finksburg, MD. 21048 P: (410) 833-8500 F: (410) 833-0623	Guardrails Etc., Inc. 4010 North Point Blvd. Baltimore, MD. 21222 P: (410) 477-8300 F: (410) 477-1612	Walpar, Inc. 4200 Jefferson Ave., S.W. Birmingham, AL. 35228 P: (205) 925-4990 F: (205) 925-7273
Titan Industrial Coatings Contracting 4054 North Point Road Baltimore, MD. 21222 P: (410) 477-1857 ext. 305 F: (410) 477-1859	Contractors Precast Corp. 227 Chatham Lane Annapolis, MD. 21403 P: (443) 871-2157 F: (410) 267-9199	P & S Painting Co., Inc. 9707 Winkler Street White Marsh, MD. 21162 P: (410) 633-9334 F: (410) 633-0797
Century Fence Construction, LLC 9501 Old Marlboro Pike Upper Marlboro, MD. 20772 P: (301) 599-2073 F: (301) 599-2077	Pessoa Construction Co., Inc. 1500 Marblewood Avenue Fairmont Hgts., MD. 20743 P: (301) 322-5192 F: (301) 322-5197	Freyssinet, LLC 44880 Falcon Place, Ste. 105 Sterling, VA. 20166 P: (703) 378-2500 F: (703) 378-2700
Sunrise Safety Services 6711 Baymeadow Dr. Glen Burnie, MD. 21060 P: (410) 590-3905 F: (410) 590-3906	Enterprise Electric Co. 4204 Shannon Drive Baltimore, MD. 21213 P: (410) 488-8200 F: (410) 488-9315	TFC Construction, LLC 111 Market Place, Suite 103 Baltimore, MD. 21202 P: (410) 335-5433 F: (410) 335-8985
Teco, Inc. 1102 Butterworth Ct. P. O. Box 1030 Stevensville, MD. 21666 P: (410) 643-8701 F: (410) 643-8802	A & M Concrete Corporation 43760 Trade Center Place Suite 160 Dulles, VA. 20166 P: (240) 375-1884 F: (240) 337-0574	

<u>New Purchases :</u>		
Reliable Contracting Co., Inc. 1 Church View Rd. Millersville, MD. 21108 P: (410) 987-0313 F: (410) 987-8020	Joseph B. Fay Company 711 Pittman Road Baltimore, MD. 21226 P: (410) 636-8250 F: (410) 636-8251	Commercial Lighting Sales, Inc. 6797 Dorsey Rd., Ste. 3 Elkridge, MD. 21075 P: (410) 796-1033 F: (410) 796-7660
Blastech Enterprises, Inc. 2200 Van Deman Street Baltimore, MD. 21224 P: (410) 633-7070 F: (410) 633-6886 (2 sets)	Facchina Construction Co., Inc. 9320 W. Industrial Rd. La Plata, MD. 20646 P: (410) 760-3892 F: (410) 760-4717	Glenelg Construction 650 Long Corner Road Mt. Airy, MD 21771 P: (301) 703-4397 F: (301) 829-3698
Concrete General, Inc. 8000 Beechcraft Ave. Gaithersburg, MD. 20879 P: (301) 948-4450 F: (301) 948-8273	Mid - Park, Inc. 1302 Port Road Jeffersonville, IN 47130 P: (812) 284-6430 F: (812) 284-6420	Portico Services 13873 Park Center Road Suite 400N Herndon, VA 20171 P: (571) 323-5959 F: (571) 323-5760
Daisy Concrete Inc. of Md. 102 Robino Court, Suite 203 Newport, DE 19804 P: (302) 658-4417 F: (302) 658-0618	D.S. Brown Company 300 East Cherry Street North Baltimore, OH 45872 P: (419) 257-3561 F: (419) 257-2200	Gray & Son, Inc. 430 W. Padonia Rd. Timonium, MD. 21093 P: (410) 771-4311 F: (410) 771-8125
Rustler Construction, Inc. 4200 Forbes Blvd., Suite 204 Lanham, MD. 20706 P: (301) 306-6730 F: (301) 306-6731	Corman Construction Inc. 12001 Guilford Road Annapolis Junction, MD 20701 P: (301) 953-0900 F: (301) 953-2611	

CONTRACT ADMINISTRATION REQUIREMENTS

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. MBE Participation Schedule (must be submitted with bid or offer)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted with 10 working days of notification of apparent award or actual award, whichever is earlier)

RECORD RETENTION

Title 21 STATE PROCUREMENT REGULATIONS

Subtitle 06 CONTRACT FORMATION AND AWARD

Chapter 05 Plant Inspection, Audit and Retention of Records

Authority: State Finance and Procurement Article, §§12-101, 15-108, and 15-109,
Annotated Code of Maryland

.01 Right to Inspect.

Designees of the procurement agency, the Department of Legislative Services, or any other State unit authorized by law, may inspect at reasonable times the plant, place of business, or jobsite of any bidder or offeror, contractor, prospective subcontractor or assignee, or subcontractor or assignee.

.02 Audits.

A. Audit of Cost or Pricing Data. Designees of the procurement agency, the Department of Legislative Services, or any other State unit authorized by law may audit during the record retention period the books and records of any person who has submitted cost or pricing data to the extent that the books and records relate to the cost or pricing data.

B. Contract Audit. Designees of the procurement agency, the Department of Legislative Services, or any other State unit authorized by law shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that the books and records relate to the performance of the contract or subcontract, or if the agency has reason to believe, from an audit of a cost type contract, that costs have been inappropriately assigned to a cost type contract from a fixed price contract.

.03 Record Retention.

The contractor or subcontractor shall maintain books and records that relate to the cost or pricing data for 3 years from the date of final payment under the contract, unless a longer period is otherwise specified in the contract.

**PROMPT PAYMENT
TO
SUBCONTRACTORS**

A. MARYLAND DEPARTMENT OF TRANSPORTATION POLICY
STATEMENT
PROMPT PAYMENT OF SUBCONTRACTORS

DISADVANTAGED/MINORITY BUSINESS ENTERPRISES

This policy is in accordance with Maryland State Law, codified at Md. Code Ann., State Finance and Procurement Article, §15-226, and 49 CFR, Part 26, 26.29(b)-3.

It is the policy of the State that a contractor shall promptly pay a subcontractor any undisputed amount that a subcontractor is entitled to under a State procurement contract for construction. This payment shall be made within ten (10) days of receiving a progress payment or final payment from the State. "Undisputed amount" includes the retainage on a contract.

If a contractor withholds payment, the contractor shall:

1. Notify the subcontractor, in writing within the same ten (10) day time period, stating the reasons for payment being withheld,
2. Provide a copy of the notice to the procurement officer.

If a subcontractor does not receive payment within the required time period, the subcontractor may give written notice of non-payment to the procurement officer. The notice shall include:

1. The name of the contractor, the project under which the dispute exists and the amount in dispute,
2. Provide an itemized description on which the amount is based and,
3. If known, provide an explanation for any payment dispute.

Within two (2) business days of receipt of written notice from a subcontractor, a MDOT Agency Representative shall verbally contact the contractor to determine if the amount is undisputed.

If the MOOT Agency Representative determines that all or some of the amount is undisputed, the representative shall instruct the contractor to pay the subcontractor the undisputed amount within three (3) business days. The MDOT Agency Representative shall verbally inform the subcontractor the results of discussions with the contractor. If the payment is not made, the subcontractor may report the non-payment to the procurement officer. As a result, the MDOT Agency Representative shall schedule a meeting of the agency project manager, the subcontractor and the contractor, as follows:

1. The time and location shall be selected by the agency representative,
2. The meeting shall be no later than ten (10) days after receiving notice from the subcontractor,
3. The meeting purpose is to establish the reasons for non-payment,
4. The agency representative shall require the parties to provide information necessary to evaluate the dispute,
5. If the agency representative determines the contractor is delinquent, further progress payments to the contractor may be withheld until the subcontractor is paid.

If the payment to the subcontractor is not made within seven (7) days after the agency representative determines that the contractor is delinquent, the agency representative shall schedule a second meeting on the dispute as follows:

1. The time and location shall be selected by the agency representative,
2. The meeting shall be no later than five (5) days after the close of the seven (7) day period.

After this second meeting, if the agency representative determines the contractor continues to be delinquent in subcontractor payments, he/she:

1. Shall order further payments to the contractor not be processed until payment is made to and verified with the subcontractor,
2. May order work under the contract be suspended based on the contractor's failure to meet contractual obligations under the contract,

3. May require the contractor to pay a penalty to the subcontractor, not to exceed \$ 100 per day, from the date that the payment was required, not to include any period that the agency representative determines that the subcontractor was not diligent in reporting non-payment to the procurement officer. The contractor or subcontractor may appeal the decision after the second meeting, noted above to the procurement officer. The contractor shall comply with the procurement officer's decision.

An act, failure to act or decision of the procurement officer or agency representative may not:

1. Affect the rights of the contracting parties under other provision of law, be used as evidence on the merits of a dispute between the agency and the contractor or the contractor and the subcontractor in any other proceeding or
2. Result in liability against or prejudice the rights of the agencies of the Maryland Department of Transportation.

A decision of a procurement officer or an agency representative designated by the procurement officer under this law is not subject to judicial review or the provision for bid protests and contract claims before the Board of Contract Appeals. This law shall be construed only prospectively and may not be applied or interpreted to have any effect on or application to any State procurement contract awarded before the effective date of this law, October 1, 1999.

**MINORITY
BUSINESS
ENTERPRISE
PROGRAM
HIGHLIGHTS**

Maryland Transportation Authority

Minority Business Enterprise Program Highlights

For purposes of MBE contract goal attainment and MBE Contract Compliance, the following information highlights the Maryland Department of Transportation (MDOT) Program Requirements:

1. Any participating MBE must be certified by MDOT to perform the item(s) of work /service selected for contract goal attainment.
2. Any participating MBE must serve a commercially useful function and may not act like a broker, unless it is certified as a broker (insurance or real estate). A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved and /or negotiates the cost of, arranges and accepts delivery of and pays for the materials or supplies required for the work of its contract. If, at any time before execution of the contract, the contractor determines that the designated MBE subcontractor has or will become unavailable, it immediately shall notify the Administration.
3. Any change in the approved MBE Plan must be approved in advance by the Administration and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work.

4. Contract Goal Credits for Materials and Supplies.

- a. A bidder may count toward its MBE goal expenditures for materials and supplies obtained from certified business suppliers, provided that the certified businesses assume the actual and contractual responsibility for the provision of the materials and supplies. The bidder may count its entire expenditure to a certified business supplier that manufactures or produces goods from raw material or that substantially alters goods before resale. The bidder may count 60 percent of the expenditures to certified suppliers who are not manufacturers towards its MBE goals. The MBE credited supplies may not exceed 60 percent of the credit given toward meeting the contract goal.
- b. Double Payee (Joint) checks to MBEs and suppliers for materials used by an MBE sub-contractor for its contracted work are allowable providing such a payment arrangement is offered to all subcontractor relationships and not restricted to just MBEs, and the MBE participates in scheduling the delivery of the materials and is fully responsible for ensuring that the materials meet specifications. However, when the contractor makes such payments, it is recommended that the payments be made by jointly endorsable checks signed by the contractor and MBE.
- c. For MBE firms that are not MBE regular dealers or manufacturers, a contractor may only count toward its MBE goal the fees charged for delivery of materials and supplies required on the job site (but not the cost of the materials and supplies themselves) when the trucking enterprise or delivery

service is not also the manufacturer of or regular dealer in the materials and supplies, provided that the fee is determined by the administration to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5. Third Tier Subcontracting. Third Tier Contracting is not the usual way for a prime contractor to achieve a MBE goal. However, there may be rare occasions when third tier contracting would be acceptable. Two conditions must be met before approval of a third tier contracting arrangement, which may be entered into to meet a MBE goal:
 - a. The Authority must be satisfied that there is no way except by third tier contracting that a DBE goal can be achieved;
 - b. The prime contractor must request of the Authority, in writing, prior to the awarding of a contract, that approval be granted for each third tier contract arrangement. The request must contain the specifics as to why a third tier contracting arrangement is being requested to meet the MBE goal.

6. Waivers:

The Administration will strictly adhere to the requirement for documentation of any waiver requests as provided in COMAR. Accordingly, if, for any reason, a contractor is unable to achieve the contract goal or sub-goal MBE participation, it may request, in writing, an exception (waiver) to the goal with justification to include the following:

- a. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE (s);

b. A detailed statement of the efforts made to contract and negotiate with certified MBEs including:

- (i) The names, addresses, dates and telephone numbers of MBEs contacted; and
- (ii) A description of the information provided to MBEs regarding the plans, specifications and anticipated time schedule for portions of the work to be performed;
- (iii) As to each certified MBE that placed a subcontract quotation or offer that your company considers not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (iv) A list of certified MBEs found to be unavailable. This list should be accompanied by a MBE Unavailability Certification (Form D-EEO-005) signed by the MBE, or a detailed statement from the contractor concerning the MBE's refusal to give the certification.

A waiver of a contract goal may be granted only upon a reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the Administration determines that a waiver serves the public interest.

7. MBE Contract Compliance Monitoring MBE contract compliance monitoring commences upon official award of the contract has been made and continues throughout the life of the contract. An assigned contract compliance officer will advise the contractor and all approved participating MBE subcontractors, in writing, of compliance requirements, monitoring activities and will request necessary records

to establish MBE contractor compliance. If a contractor or any participating MBE subcontractor is found to be in non-compliance with the terms of MDOT's MBE Program or with the State's MBE Law, and fails or refuses to take the corrective action required, administrative sanctions may be imposed in order to promote the purpose of MDOT's MBE Program. These may be, suspension of work, withholding payment, referral of the matter to the Office of the Attorney General for action, or any other action that is authorized under the contract or by State or federal laws.

8. Fraud Provisions

Bidders are advised that Section 14-308 of the MBE Law provides that a person may be prosecuted for a felony for the following acts:

- a. Fraudulently obtaining, holding or attempting to obtain or hold MBE certification;
- b. Aiding another person in fraudulently obtaining, holding or attempting to obtain or hold MBE certification;
- c. Willfully obstructing, impeding, or attempting to obstruct or impede a State official or employee or employee investigating the qualifications of a business entity that has requested certification;
- d. Fraudulently obtaining, attempting to obtain, or aiding another person in fraudulently obtaining or attempting to obtain, public monies to which the person is not entitled; or
- e. In any minority business enterprise matter administered under subtitle 14:
 - (i) Willfully falsify, conceal, or cover up a material fact by any scheme or device;

- (ii) Make a false or fraudulent statement or representation; or
- (iii) Use a false writing or document that the person knows to contain a false statement or entry

Persons found guilty of violating these provisions are guilty of a felony and on conviction are subject to a fine not exceeding \$ 20,000 or imprisonment not exceeding five years, or both. Persons convicted under Section 14-308 may also be debarred from performing on State contracts by the Board of Public Works ("Board") for a period of time determined to be appropriate by the Board under the circumstances.

9. MBE Contract Support

Personnel of the Maryland Department of Transportation, its Administrations and the Authority offer contractor practicable support for MBE contract goal attainment. This assistance is available from Monday through Friday during normal business hours by calling 410-865-1269. Examples of MDOT Program assistance include:

To Majority Contractors

- Identifying subcontract items for goal attainment
- Answering questions related to MBE Program requirements

To Minority Contractors

- Answering questions related to MBE Program requirements
- Providing information on required contract records
- Referral to designated consultants for assistance for business related problems

**MINORITY
DISADVANTAGE
BUSINESS
ENTERPRISES**

MARYLAND DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT - GOOD FAITH EFFORTS
April 22, 2004

MINORITY/DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the Maryland Department of Transportation (MDOT) that businesses owned by socially and economically disadvantaged person(s) shall have the maximum feasible opportunity to participate in the performance of contracts awarded by MDOT. The MDOT requires its contractors and subcontractors not to discriminate on the basis of race, color, religion, national origin, sex or disability in the award or performance of contracts. In support of this commitment, the MDOT has adopted the following Good Faith Efforts (GFE) Policy, which shall be applicable to all contracts awarded by the MDOT or its modal administrations.

In accordance with 49 CFR, Part 26, 53 and Md. Code Ann., State Fin. & Proc. Art., 14-302, the MDOT shall award a contract only to a bidder/offeror that makes GFE to meet the Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) contract goal. A determination that a bidder/offeror has made GFE shall only be made upon a determination by the MDOT that the bidder/offeror has shown that it:

- Has obtained enough MBE or DBE participation to meet the contract goal; or
- Has taken all necessary and reasonable steps to achieve the goal, which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if they were ultimately unsuccessful.

The MDOT will make a fair and reasonable judgment whether a bidder/offeror who did not meet the goal made adequate GFEs. This policy expands the definition of GFE to allow greater flexibility to ensure DBE/MBE participation is obtained.

At a minimum, a statement of GFE submitted by the bidder/offeror shall include:

1. The name, address, and telephone number of all DBE/MBEs contacted, as well as the date of contact;
2. A description of the information provided to the contacted DBE/MBEs regarding the plans, specifications and anticipated time schedule for portions of the work to be performed;
3. As appropriate, a detailed statement of the reasons why a DBE/MBE quotation was considered unacceptable; and
4. As appropriate, a list of DBE/MBE contractors found to be unavailable. For DBE/MBE contractors that are unavailable, the bidder/offeror shall provide a Minority Contractor Unavailability Certificate Form (Form D-005) signed by an

owner or officer of the DBE/MBE. If a DBE/MBE refuses to sign the unavailability certificate, the bidder/offeror shall submit a statement indicating as such.

To aid in the determination of whether the bidder/offeror has shown GFE, the MDOT may also look at the percentage of DBE/MBE participation obtained by other bidders/offerors on the procurement.

In addition to the requirements above, the following is a list of outreach efforts that MDOT will consider as part of the bidder/offeror's GFE to obtain DBE/MBE participation. Bidders/offerors shall be encouraged to offer innovative GFE initiatives to demonstrate GFE. MDOT administrations have the flexibility to approve such innovative initiatives. The following list is illustrative only and not intended to be exhaustive.

In a GFE determination, MDOT administrations may consider any information provided by a bidder/offeror concerning the following outreach efforts:

1. The bidder/offeror's efforts to solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of certified DBEs/MBEs that may have the capability to perform the work of the contract. The bidder/offeror should present evidence that it solicited this interest within adequate time to allow the DBEs/MBEs to respond to the solicitation. The bidder/offeror should also provide evidence that it took appropriate steps to follow up initial solicitations.
2. The bidder/offeror's selection of the work to be performed by DBEs/MBEs in order to increase the likelihood that the DBE/MBE contract goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE/MBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. The bidder/offeror's actions to provide interested DBEs/MBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. The bidder/offeror's negotiations with DBE/MBEs
 - a. Negotiating in good faith with interested DBEs/MBEs. It is the bidder/offeror's responsibility to make a portion of the work available to DBE/MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE/MBE subcontractors and suppliers. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs/MBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and information as to why additional agreements could not be reached for DBEs/MBEs to perform the work.

- b. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE/MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs/MBEs is not in itself sufficient reason for a bidder/offeror's failure to meet the contract DBE/MBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder/offeror to perform the work of a contract with its own organization does not relieve that bidder/offeror of the responsibility to make GFE to meet the contract goal. This policy does not require a prime contractor to accept a higher quote from a DBE/MBE if the price is excessive or unreasonable.
5. The bidder/offeror must provide sound reasons for rejecting a DBE/MBE as unqualified. Any rejection of a DBE/MBE as unqualified shall be based on a thorough investigation of its capabilities. The DBE/MBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employees status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
6. The bidder/offeror's efforts to assist interested DBEs/MBEs in obtaining bonding, lines of credit, or insurance as required by the owner or contract.
7. The bidder/offeror's efforts, with prior written approval of the MDOT agency, to assist interested DBEs/MBEs to obtain necessary equipment, supplies, materials, or related assistance or services.
8. The bidder/offeror's effective use of the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE/MBE.
9. The bidder/offeror's efforts to identify and assist firms that are not certified but could possibly service on a contract and satisfy DBE/MBE goals if the firm were to be certified by the MDOT.
10. Evidence of the bidder/offeror's record of meeting or exceeding DBE/MBE participation goals on prior projects.

This policy applies to all MDOT contracts that contain a DBE/MBE participation goal. All MDOT personnel are responsible for implementing and adhering to this policy.

**GOOD FAITH
EFFORTS WAIVER
CHECKLIST**

PRIME CONTRACTORS'

GOOD FAITH EFFORTS/WAIVER CHECKLIST

Prime Contractors who put Good Faith into action will:

- ✓ Use direct solicitation, minority/women community organizations, contractors' groups, and local, state, and federal minority/women-owned business assistance offices to reach MBE's;
- ✓ Identify and assist firms that may need bonding, lines of credits, insurance, equipment, and other related issues; or assist firms that are not certified but could possibly serve on a contract and satisfy DBE/MBE goals by becoming certified;
- ✓ Identify clear sub-contractible work that will enable MBE's to compete;
- ✓ Provide the MBEs with proper information regarding the job; to include plans, specifications, and anticipated time schedule for portions of the work to be performed;
- ✓ Coordinate pre-bid meetings to inform MBEs of contracting and subcontracting opportunities;
- ✓ Advertise in general circulation, trade associations, and minority focused media concerning the subcontracting opportunities;
- ✓ Provide written notice to all certified MBEs who are certified in the work areas and have capabilities of the contract for which their participation is solicited (Contractor must allow a minimum of 10 days for the MBEs to respond to the written solicitation.); and
- ✓ Follow up on initial solicitations of interest by contacting MBEs to determine if the MBEs are interested (Contractor must detail the efforts showing names, addresses, dates, and telephone numbers of the certified MBEs contacted along with a description of information provided.)

Prime Contractors who have done the above and are submitting a waiver will:

- ✓ Document everything listed above;
- ✓ As required by regulations provide a written request for a waiver;
- ✓ Provide detailed statements of efforts to achieve the goal; to include the name, address and telephone number of all DBE/MBEs contacted, as well as the date of contact;
- ✓ Provide a list of unavailable MBEs, including a Minority Contractor Unavailability Certification Form (Form D-005) signed by an owner or officer of each unavailable DBE/MBE (If the DBE/MBE refused to sign D-005, the contractor will should submit a statement regarding this refusal.);
- ✓ If the contractor deems a DBE/MBE to be unqualified and rejects the DBE/MBE, the contractor will provide written explanation of this decision (Contractor's reasoning must be based on a thorough investigation of MBE capabilities.);
- ✓ Provide evidence that the contractor tried to negotiate in good faith with interested MBEs;
- ✓ Demonstrate that certified MBE participation was unable to be obtained at a reasonable price or that public interest is best served by a waiver;
- ✓ Demonstrate a reasonable effort to meet the overall MBE goal with other MBE classifications if the request for a waiver is for a certain MBE classification within an overall MBE goal; and
- ✓ Provide evidence from prior projects showing that the contractor has previously successfully met or exceeded assigned MBE goals.

**ADDITIONAL
INFORMATION FOR
MBE
CONTRACTORS**

ADDITIONAL INFORMATION FOR MBE SUBCONTRACTORS

MBE REPORT OF PAYMENTS RECEIVED

By the 15th of each month the MBE should submit this document to the Authority's MBE Office. It should be submitted even if there are no payments for the month.

PROMPT PAYMENT TO SUBCONTRACTORS

It is the policy of the State that a contractor shall promptly pay a subcontractor any undisputed amount that a subcontractor is entitled to under the contract for construction. This payment shall be made within ten (10) days of receiving a progress payment or final payment from the State. Undisputed amounts include the retainage on a contract.

RECORDS RETENTION

Title 21 of the State Procurement Regulations, Subtitle 06 Contract Formation and Award, Chapter 5 Plant Inspection, Audit and Retention of Records, .03 Records Retention contains the following regulation: The contractor or subcontractor shall maintain books and records that relate to the cost or pricing data for 3 years from the date of final payment under the contract, unless a longer period is otherwise specified in the contract.

FRAUD PROVISIONS

Contractors are advised that State Finance and Procurement Article 14-308 covers prohibited acts and penalties for felony and misdemeanor offenses.

STATE OF MARYLAND GOVERNOR'S OFFICE OF MINORITY AFFAIRS (GOMA)

The state's principal advocates for minority businesses, we help minority business owners who are seeking state certification and state procurement opportunities. We also help minority business owners who believe they have been treated unfairly by a state agency or other entity.

We provide referrals to agencies and other entities that have programs to assist minority business owners in getting the services they need to start, develop and grow. For more information regarding GOMA log on to www.mdminoritybusiness.com, or by calling 410-767-8232.

ENTREPRENEURIAL DEVELOPMENT INSTITUTE (EDI)

EDI helps meet the education needs of small and minority businesses in construction and related business fields. The Maryland State Highway Administration's Equal Opportunity Office provides the services of the EDI. Centered at the University of Maryland Eastern Shore (UMES), EDI classes are held on weekends. A nominal fee of \$50.00 is charged for the classes and hotel accommodations. For schedule and registration information, contact the EDI Coordinator at (410) 651-6476.

MSBDFA BONDING AND CONTRACT FINANCING PROGRAM

The Maryland Small Business Development Financing Authority (MSBDFA) offers program through four programs: Contract Financing, Long Term Guaranty Program, Surety Bond Guaranty Program and Equity Participation Investment Program. They provide contract financing and surety bonding assistance to eligible firms to begin, continue and complete work on MDOT contracts. Firms bidding on MDOT contracts needing a bid, performance or payment bond or working capital can contact the office at (410) 333-4270.

PROFESSIONAL ASSISTANCE

An MBE firm certified by MDOT may request referral assistance in any area of business by calling the MBE Information Line, 1-800-544-6056 in the Office of Minority Business Enterprise.

THE STATE OF MARYLAND SMALL BUSINESS RESERVE PROGRAM

The State of Maryland Small Business Reserve Program is committed to the growth and success of small businesses. For the first time, small businesses will be able to bid for State contracts without competing with larger, more established companies.

Beginning October 1, 2004, designated agencies will be required to award a minimum of 10 percent of their units' total dollar value of goods, supplies, services, maintenance, construction, construction related, architectural service and engineering service contracts to small businesses. For more information regarding the Small Business Reserve Program log on to www.smallbusinessreserve.maryland.gov, or by calling 410-767-4270.

**MBE COMPLIANCE
CONTRACTOR
NOTIFICATION**

MBE COMPLIANCE
CONTRACTOR NOTIFICATION

On MdTA Contracts, the prime/general contractor must notify the MBE compliance office of any changes to the approved MBE submittal package. This includes increasing the target MBE goal as well as decreasing the target goal. The notification must be in writing and include at a minimum the following information:

- A. Decrease of the target goal
 - a. MdTA contract number
 - b. Prime/General Contractor
 - c. MBE Contractor/Contractors affected
 - d. Contract Item Numbers
 - e. Actual dollar value of items
 - f. Percentage of decrease to target goal
 - g. Reason for decrease
 - h. List of other certified MBE Contractors who are contacted as replacements to attain target goal. This should include copies of correspondence from the prime/general contractor requesting quotes for the work and response from the MBE contacted.

- B. Increase of the target goal
 - a. MdTA contract number
 - b. Prime/General Contractor
 - c. MBE Contractor Name & Address
 - d. Contract Item Number
 - e. Actual dollar of value items
 - f. Percentage of increase above target goal

Correspondence concerning the above will be sent directly to:

Mrs. Meshelle M.V. Howard
Maryland Transportation Authority
Chief, MBE Program
2310 Broening Highway
Suite 150
Baltimore, MD 21224

The Office of Construction will receive a copy of the correspondence at the following address:

Mr. David Ferrara
Maryland Transportation Authority
Director of Construction
304 Authority Drive
Baltimore, MD 21222

ALL OTHER QUESTIONS CONCERNING MBE COMPLIANCE CAN BE DIRECTED TO THE FOLLOWING COMPLIANCE TEAM:

Valencia Hainesworth
Compliance Supervisor
410-537-5661

Karen Karris
Compliance Officer
410-537-5660

Orlando Price
Compliance Officer
410-537-1052

POINTS OF CONTACT
Maryland Transportation Authority

All Shop Drawings:

Mr. Abey Tamrat
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222
atamrat@mdta.state.md.us

Phone: (410) 537-7822
Fax: (410) 537-7801

All Other Correspondence:

Mr. David Ferrara
Director of Construction
Maryland Transportation Authority
Engineering Division
304 Authority Drive
Baltimore, Maryland 21222
dferrara@mdta.state.md.us

Phone: (410) 537-7882
Fax: (410) 537-7802

Certified Payrolls:

Two (2) complete copies of certified payrolls are to be delivered to the MdTA Project Inspector at the field office for all contractors employed on the project. One (1) complete copy is to be sent to the Commissioner of Labor & Industry. **No certified payrolls are to be mailed or delivered to the FSK Bridge.**

Documents Required Before Commencing Work

- Three (3) emergency phone numbers.
- All subcontractors must be approved by the Engineering Division. Contractor must provide name of subcontractor, address, dollar value of subcontract, item number and description of work.
- MBE subcontractors must be approved by the Chief, Equal Opportunity, and by the Engineering Division.
- All certificates of insurance for the minimum amounts as required by the Special Provisions.
- Submit payment breakdown for all lump sum items.
- Progress Schedule.
- MOT Plans.
- Catalog Cuts for all M.O.T. devices both permanent and temporary.